

Parcel No.: 3074-1902.0-00011.00 (HSA 8 Revised)

Prepared by:
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attn: Kelly P. Bridgforth
6075 Poplar Avenue, Suite 500
Memphis, Tennessee 38119
(901) 680-7200

To the Chancery Clerk of Desoto County, Mississippi: The real property described herein is situated in the Northeast Quarter (NE-1/4) of the Northwest Quarter (NW-1/4) of Section 19, Township 3 South, Range 7 West of DeSoto County.

SUBORDINATION

THIS SUBORDINATION is hereby executed by First Tennessee Bank National Association (collectively the "Lender").

WHEREAS, Lender holds certain deeds of trust given by Flying Goose, LLC, a Mississippi Limited Liability Company, and recorded in the land records of DeSoto County, Mississippi in: Book 2121 at Page 269 (the "Deed of Trust") encumbering certain real property owned by Flying Goose, LLC (hereinafter "Borrower");

WHEREAS, Borrower has agreed to grant unto the DeSoto County Regional Utility Authority a twenty (20) foot wide permanent utility easement and a twenty (20) foot wide temporary construction easement over and across a portion of the property subject to the lien of the Deed of Trust (collectively the "Easements"), said property being encumbered by such Easements being more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Lender has agreed to subordinate its Deed of Trust lien on the Property to the Easements.

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby

Butler, Snow

acknowledged, the Lender, by its duly authorized officer, does hereby subordinate its lien on the Property to the Easements.

This Subordination constitutes a subordination of only the Lender's lien on the Property, the remainder of the property described in the Deed of Trust to remain subject to the terms of the Deed of Trust as described therein.

The Chancery Clerk of DeSoto County, Mississippi, is hereby named the agent and attorney of the Lender to make a notation of this Subordination on the margin of the Deed of Trust and upon the appropriate sectional/subdivision indices.

IN WITNESS WHEREOF, the Lender has executed this Subordination as of this the 14th day of September, 2005.

LENDER:



FIRST TENNESSEE BANK NATIONAL ASSOCIATION
BY: DAN WILLIAMS
VICE PRESIDENT

STATE OF MsCOUNTY OF DeSoto

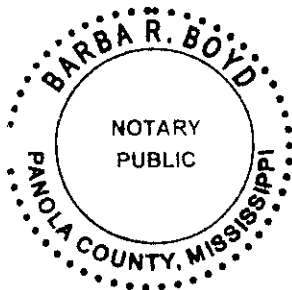
Personally appeared before me, the undersigned authority in and for the said County and State, on this 14 day of September, 2005, within my jurisdiction, the within named DAN WILLIAMS, who acknowledged that he is Vice President of First Tennessee Bank National Association, a nationally chartered bank, and that for and on behalf of the said bank, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.

Barba R. Boyd
NOTARY PUBLIC

My Commission Expires:

8-18-2006
[AFFIX NOTARIAL SEAL]

MEMPHIS 172967v1



Parcel No. 3074-1902.8-00011.00 (HSA 8-Revised)

Prepared by:
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attn: Kelly Petro Bridgforth
6075 Poplar Avenue
Suite 500
Memphis, Tennessee 38119
(901)680-7200

To the Chancery Clerk of DeSoto County, Mississippi:
The real property described herein is situated in the Southwest Quarter (SW-1/4) of Section 18 and the Northwest Quarter (NW-1/4) of Section 19, Township 3 South, Range 7 West of DeSoto County, Mississippi.

**PERMANENT UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

FLYING GOOSE, LLC

GRANTOR

TO

DESOTO COUNTY REGIONAL UTILITY AUTHORITY

GRANTEE

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, FLYING GOOSE, LLC (the "Grantor"), grants to DESOTO COUNTY REGIONAL UTILITY AUTHORITY ("Grantee"), a body politic, a perpetual and assignable easement and right-of-way in, on, over and across the land, for the location, operation, maintenance, alteration, repair and patrol of an underground sewer pipeline; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the land-owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines over the land in DeSoto County, Mississippi described as part of the Southwest Quarter (SW-1/4) of Section 18 and the Northwest Quarter (NW-1/4) of Section 19, Township 3 South, Range 7 West, and being a two strips of land twenty (20) feet in width and more particularly described on Exhibit "A," and depicted on Exhibit "B."

The Grantor further grants to Grantee two ten (10) foot wide temporary construction easements and one twenty (20) foot wide temporary construction easement and right-of-way in, on, over and across the land described above, as more specifically described on the attached Exhibit "A," and depicted on Exhibit "B."

Upon completion of the construction within the above described permanent utility easements, the above-described temporary construction easements shall terminate.

The Grantor further grants to the Grantee the right of ingress and egress to and from said permanent and temporary easements.

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The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledges that they are aware of their rights under said Act, including but not limited to:

- a) notification of the Grantee's desire to obtain the property and receipt of a copy of the above named Act;
- b) the opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- c) an opportunity to have the value of the property determined by a Court of competent jurisdiction and to be compensated therefore.

Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby waives its right to just compensation and donates the parcel of property herein described to DeSoto County Regional Utility Authority. Grantor further understands that it has the right to request that a fair market value appraisal of the property be made and said corporation hereby waives that right.

This instrument is executed for the purpose of replacing the Permanent Utility Easement and Temporary Construction Easement Agreement dated August 19, 2004, from Grantee to Grantor and recorded in Book 480 at Page 183, in the Chancery Clerk's Office, DeSoto County, Mississippi.

WITNESS MY SIGNATURE on the dates set forth below.



Steve Beene, on behalf of Flying Goose, LLC

DATE: 7-01-05

The Address and Telephone
Number of the Grantors:

3036 McCracken Road
Hernando, MS 38632
(662) 429-7477

The Address and Telephone
Number of the Grantee:

DeSoto County Courthouse
Hernando, MS 38632
(662) 429-5011

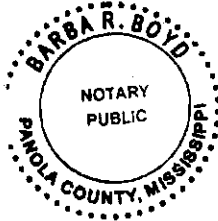
STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1~~st~~ day of July, 2005, within my jurisdiction, the within named Steven P. Beene, who acknowledged that he is a member of Flying Goose, LLC, a Limited Liability Company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Barba R Boyd
Notary Public

My commission expires:
8-18-06



MEMPHIS 166689v1

**PARCEL NO. HSA-8
PIN: 307419020 0001100**

**TWO PROPOSED TWENTY (20) FOOT WIDE PERMANENT
UTILITY EASEMENTS,
TWO PROPOSED TEN (10) FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENTS AND
ONE PROPOSED TWENTY (20) FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT**

**FOR THE
DESOTO COUNTY REGIONAL UTILITY AUTHORITY**

**FLYING GOOSE, LLC
(DB. 373, PG. 432)**

**A PROPOSED TWENTY (20) FOOT WIDE PERMANENT
UTILITY EASEMENT "A"**

Being a proposed twenty (20) foot wide permanent utility easement running through Site 11 of Hernando Industrial Park, as recorded in Plat Book 23, Pages 6-9 in the Chancery Clerk's Office of DeSoto County, Mississippi and lying in the Southwest Quarter (SW1/4) of Section 18 and the Northwest Quarter (NW1/4) of Section 19, Township 3 South, Range 7 West, DeSoto County, Mississippi and being out of and a part of that certain tract of land conveyed to Flying Goose, LLC, as described in Deed Book 373 Page 432 in the Chancery Clerk's Office of DeSoto County, Mississippi. Said twenty (20) foot wide permanent utility easement being measured ten (10) feet perpendicular, left of and right of the following described centerline:

COMMENCING for reference at a found iron post marking the Southeast corner of Lot 70 of Acree Place Subdivision, as recorded in Plat Book 8, Pages 35 - 36 and being in Section 19, Township 3 South, Range 7 West, DeSoto County, Mississippi;

THENCE run South 00° 10' 03" West, 143.88 feet to a point on the West line of the aforementioned "Flying Goose" tract, same being the POINT OF BEGINNING of the herein described centerline;

THENCE leaving said West line, run North 89° 12' 08" East, 15.69 feet;

THENCE run North 44° 12' 08" East, 64.70 feet;

THENCE run South 89° 49' 57" East, 258.63 feet to a point on the proposed right-of-way line of High Life Road cul-de-sac, same being the POINT OF TERMINUS of the herein described centerline, containing 0.156 acres (6,786 Square Feet), more or less.

**A PROPOSED TEN (10) FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT "A"**

Being a proposed ten (10) foot wide temporary construction easement lying North of and adjacent to the above described proposed twenty (20) foot wide permanent utility easement "A", containing 0.078 acres (3,410 square feet), more or less.

**A PROPOSED TEN (10) FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT "B"**

Being a proposed ten (10) foot wide temporary construction easement lying South of and adjacent to the above described proposed twenty (20) foot wide permanent utility easement "A", containing 0.078 acres (3,410 square feet), more or less.

**A PROPOSED TWENTY (20) FOOT WIDE PERMANENT
UTILITY EASEMENT "B"**

Being a proposed twenty (20) foot wide permanent utility easement running through Site 11 of Hernando Industrial Park, as recorded in Plat Book 23, Pages 6-9 in the Chancery Clerk's Office of DeSoto County, Mississippi and lying in Southwest Quarter (SW1/4) of Section 18 and the Northwest Quarter (NW1/4) of Section 19, Township 3 South, Range 7 West, DeSoto County, Mississippi and being out of and a part of that certain tract of land conveyed to Flying Goose, LLC, as described in Deed Book 373 Page 432 in the Chancery Clerk's Office of DeSoto County, Mississippi. Said twenty (20) foot wide permanent utility easement being measured ten (10) feet perpendicular, left of and right of the following described centerline:

COMMENCING for reference at a found iron post marking the Southeast corner of Lot 70 of Acree Place Subdivision, as recorded in Plat Book 8, Pages 35 – 36 and being in Section 19, Township 3 South, Range 7 West, DeSoto County, Mississippi;

THENCE run East, 439.26 feet to a point;

THENCE run South, 98.37 feet to a point on the proposed right-of-way line of High Life Road cul-de-sac, same being the POINT OF BEGINNING of the herein described centerline;

THENCE run South 89° 49' 27" East, 14.79 feet to a point;

THENCE run North 53° 21' 39" East, 228.06 feet to a point on the arc of a curve to the left;

THENCE run Northeasterly along said curve to the left an arc distance of 86.45 feet to the point of tangency of said curve. Said curve to the left having a radius of 545.00 feet, a central angle of 09° 05' 18" and a chord bearing and distance of North 48° 49' 00" East, 86.36 feet;

THENCE run North 44° 16' 21" East, 114.24 feet to a point;

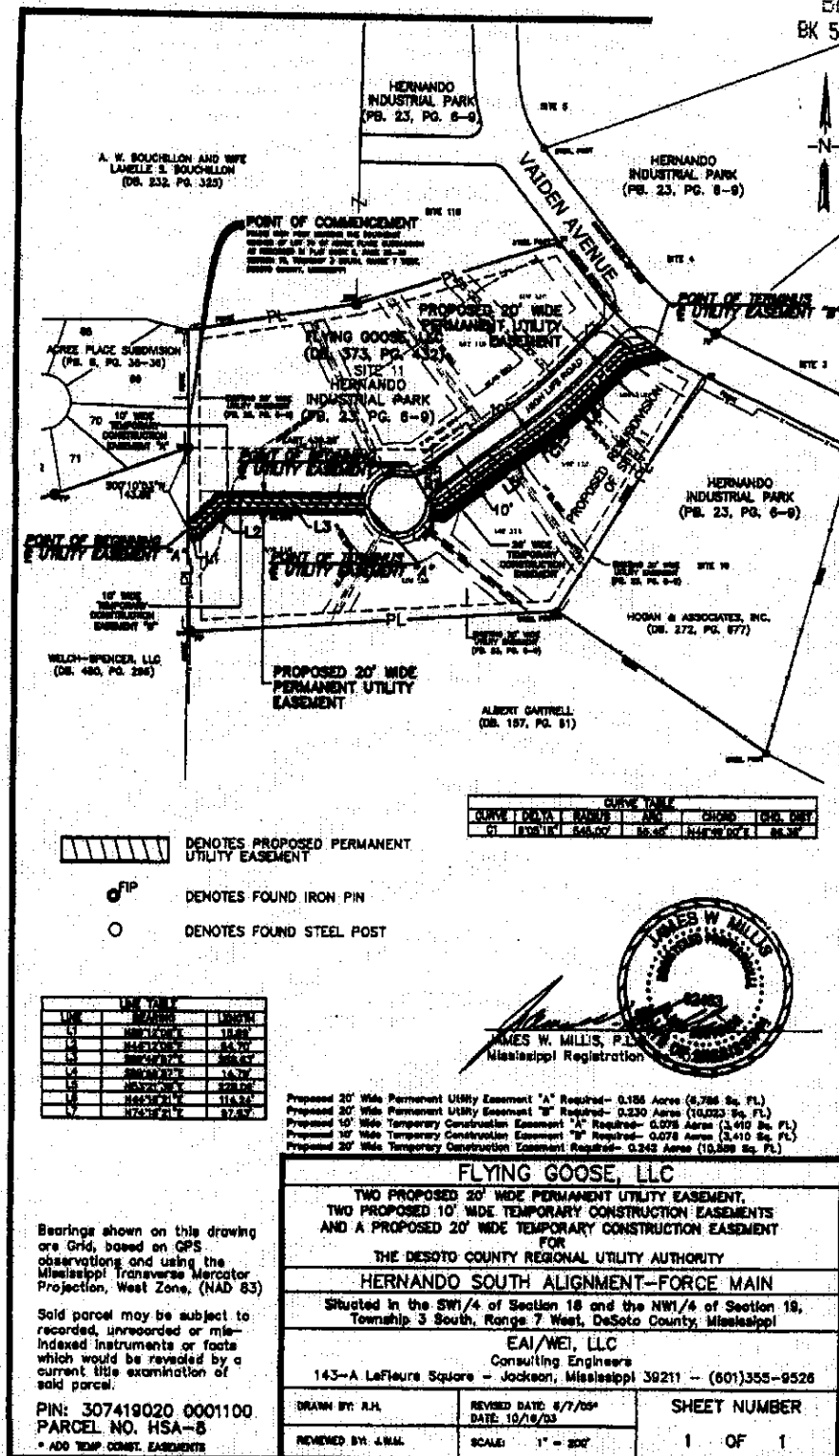
THENCE run North 74° 16' 21" East, 57.93 feet to a point on the East line of the "Flying Goose" tract and the Westerly right-of-way line of Vaiden Avenue, as it exists this date (May, 2005), same being the POINT OF TERMINUS of the herein described centerline, containing 0.230 acres (10,023 Square Feet), more or less.

**A PROPOSED TWENTY (20) FOOT WIDE TEMPORARY
CONSTRUCTION EASEMENT**

Being a proposed twenty (20) foot wide temporary construction easement lying South of and adjacent to the above described proposed twenty (20) foot wide permanent utility easement "B", containing 0.242 acres (10,559 square feet), more or less.

EAI/WEI, LLC
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143-A LeFleurs Square
Jackson, Mississippi 39211
(601) 355-9526

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Bearings shown on this drawing are Grid, based on GPS observations and using the Mississippi Transverse Mercator Projection, West Zone, (NAD 83)

Sold parcel may be subject to recorded, unrecorded or mis-indexed instruments or facts which would be revealed by a current title examination of said parcel.

PIN: 307419020 0001100
PARCEL NO. HSA-8
* ADD TEMP. CONST. EASEMENTS